* * * or a mere trespasser * * * is dependent upon whether or not the conductor or engineer was authorized to invite and permit him to ride." The master is liable for the acts of the servant done in the course of his employment, even though not authorized or if expressly forbidden. *Phila. & Reading R.* v. *Derby,* 55 U. S. 468. Where a person rides in a place apparently for the use of passengers, upon the invitation, though contrary to authority of the conductor, yet in the absence of collusion, he is not deprived of his remedy if injured through the negligence of the company. 2 WOOD, RAILWAYS, 1045; *Wilton* v. *Middlesex R. R.,* 107 Mass. 108; *Washburn* v. *Nashville, etc., R. R.,* 3 Head. (Tenn.) 638; *Jacobus* v. *St. Paul & C. R. R.,* 20 Minn. 125; *Secord* v. *St. Paul, etc., R.,* 18 Fed. 221. The conductor is charged with the administration of the rules of the company while running the train, and his assent to a person's being on the train is the assent of the company. *Creed* v. *Penna. R.,* 86 Pa. St. 139. But when the act is obviously not within the scope of his employment (*G. C. & S. F. Ry.* v. *Campbell,* 76 Tex. 174; *Powers* v. *B. & M. R.,* 153 Mass. 188), or if the person so riding had knowledge of a rule forbidding it (*Penna. Co.* v. *Coyer, Admx.,* 163 Ind. 631), it is held that there can be no recovery. To permit a person to ride on the engine cannot be said to be obviously or apparently within the scope of the authority of either the conductor or engineer. *B. & O., etc., Ry.* v. *Cox, Admx.,* 66 Ohio St. 276; *Eaton* v. *Delaware, etc., R.,* 57 N. Y. 382; *Va. Mid. Railroad Co.* v. *Roach,* 83 Va. 375; *Files* v. *B. & A. R.,* 149 Mass. 204. Hence not being within either the actual or apparent authority, but directly contrary thereto, a person accepting passage upon an engine is a trespasser, to whom no duty to exercise care is owing. *International, etc., R. Co.* v. *Cooper,* 88 Tex. 607; *Eaton* v. *Delaware, etc., R. R.,* supra; *Va. Mid. Railroad Co.* v. *Roach,* supra; *Radley* v. *Columbia R.,* 44 Ore. 332; *Springer* v. *Mo. Pac. R.,* 96 Mo. 299; *Chi., etc., R.* v. *Michie,* 83 Ill. 427; *Woolsey* v. *Chicago, etc., R. Co.,* 39 Neb. 798; *Files* v. *B. & A. R.,* supra; *McVeety* v. *St. Paul, etc., R.,* 45 Minn. 268; contra, *Creed* v. *Penna. R. R.,* supra; *Washburn* v. *Nashville, etc.,* supra.

CARRIERS—THROUGH CONTRACT—LIABILITY OF CONNECTING CARRIERS.—Action against terminal carrier for value of bale of cotton lost. The bill of lading disclosed a receipt for the cotton marked to a destination beyond the initial carrier's own line, to be carried for an integral sum. It also contained a clause that no carrier should be liable, except for loss or damage occurring on its own line. § 2298 of the Georgia Code, 1895, provides that connecting carriers shall be liable for loss or damage only until delivery to the connecting carrier, the last one to receive the goods as "in good order" being responsible to the consignee. *Held,* to be a through contract of carriage, and that the stipulation limiting liability was not binding because not assented to; also that the presumption of liability raised by § 2298 was rebutted by the undisputed evidence showing that the cotton was never put upon the car, and hence no action would lie against the terminal carrier. *Atlantic Coast Line R. Co.* v. *Henderson & Powell* (1908), — Ga. —, 61 S. E. 1111.

The English rule is well settled that when goods are accepted by a carrier marked to a point beyond its own line, the initial carrier is liable for losses occurring on the lines of connecting carriers, in the absence of other contract, such acceptance constituting a *prima facie* case. *Muschamp* v. *Lancaster, etc., Ry.* Co., 8 M. & W. 421. It is followed by many American courts. *Louisville, etc., R. Co.* v. *Meyer,* 78 Ala. 597; *Southern Exp. Co.* v. *Shea,* 38 Ga. 519; *St. Louis, S. W. Ry. Co.* v. *Elgin Condensed Milk Co.,* 175 Ill. 557; *Halliday* v. *Ry. Co.,* 74 Mo. 159; *Baltimore, etc., R. Co.* v. *Campbell,* 36 Ohio St. 647; *Weed* v. *Saratoga, etc., R. R. Co.,* 19 Wend. 534; *Louisville, etc., R. R. Co.* v. *Campbell,* 7 Heisk 253; *Kyle* v. *R. R.,* 10 Rich. (S. C.) 382; *Hansen* v. *F. & P., etc., R. R. Co.,* 73 Wis. 346; *The Nashua Lock Co.* v. *W. & N. R. R. Co.,* 48 N. H. 339. Where adopted, this rule is based upon public convenience, it being held to be unreasonable to require a shipper to look to other than the carrier to whom he delivered the goods, or to ascertain at his peril upon what line the loss occurred. The weight of authority, however, supports what is known as the American rule, holding that the initial carrier is not liable beyond its own line, in the absence of express contract, the burden of proving which is upon the shipper. *Pennsylvania R. R. Co.* v. *Jones,* 155 U. S. 333; *Cincinnati, N. O. & T. P. Ry. Co.* v. *Fairbanks,* 90 Fed. 467; *Cavallaro* v. *T. & P. Ry. Co.,* 110 Cal. 348; *Elmore* v. *N. R. R. Co.,* 23 Conn. 456; *Savannah, etc., R. R.* v. *Harris,* 26 Fla. 148; *Thomas* v. *F. & C. Ry. Co.,* 25 Ky. Law Rep. 1051; *Hoffman* v. *C. V. R. R. Co.,* 85 Md. 391; *Burroughs* v. *N. & W. R. R. Co.,* 100 Mass. 26; *Condict* v. *G. T. R. R. Co.,* 54 N. Y. 500; *Knight* v. *P. & W. R. R.,* 13 R. I. 572; *Hunter* v. *S. P. Ry. Co.,* 76 Tex. 195; *Hadd* v. *U. S. & C. Express Co.,* 52 Vt. 335; *McConnell* v. *N. & W. R. R. Co.,* 86 Va. 248. The English cases, however, go further than the rule as laid down in *Muschamp's Case,* holding that the initial carrier only can be held, on the theory that no privity exists between the shipper and the connecting carrier. HUTCHINSON, CARRIERS, § 229, and cases there cited. Of the American cases that have followed the rule in *Muschamp's Case,* Georgia alone has gone to the extent of holding to this latter modification. *Mosher* v. *So. Exp. Co.,* 38 Ga. 37; *Southern Exp. Co.* v. *Shea,* Id. 519; *Falvey* v. *Ga. R. R.,* 76 Ga. 597; *Cohen* v. *So. Exp.* Co., 45 Ga. 148. By § 2298 of its Code, the rule in Georgia was modified so as to allow actions against the connecting and terminal carriers. This remedy, however, has been held not to have abolished the old rule, but to be cumulative. *Falvey* v. *Ga. R. R.,* 76 Ga. 597. Hence the remedy exists against the initial carrier as before the statute. The principal case sustains this doctrine in holding the terminal carrier not liable. The English rule must therefore be deemed to be in force to its fullest extent, in the absence of contract to the contrary, assented to by the shipper.

COLOR OF TITLE AS EXTENDING POSSESSION OF ADVERSE CLAIMANT—DEED TO CLAIMANT'S VENDOR.—Where one claiming title to land by adverse possession went into possession of a part of the tract under a parol contract of sale, and